

2013 COLLEGE FOOTBALL GAME AGREEMENT

LSU

This event agreement (the "Agreement") entered into and made effective as of the 25th of April, 2012 by and among Cowboys Stadium, L.P. ("CSLP"), ESPN, Inc. ("ESPN"), and Louisiana State University (referred to as "LSU" or the "Team") sets forth the terms and conditions specific to the Team as follows:

1. Date of Game: The Team agrees to play a college football game in Cowboys Stadium in Arlington, Texas (the "Stadium") at a time to be determined by CSLP and ESPN on August 31, 2013 with Texas Christian University (referred to as "TCU" or "Opponent") (the "Game"). TCU will be designated the Home Team for recruiting purposes and game listings and LSU designated as the Away Team for the Game for recruiting purposes and game listings. Game officials will be a replay and on-field crew from the CFO West pool of officials designated by the Big 12 supervisor of officials. LSU will choose which uniform style it will wear and shall be permitted to use the Dallas Cowboys locker room in the Stadium; TCU shall use the visiting team locker room in the Stadium for the Game.
2. Financial Guarantees; Ticket Pricing; Broadcast Rights: CSLP will, within five (5) business days after the Game, pay Three Million U.S. Dollars (\$3,000,000.00) to LSU (the "Team Guarantee"). The Team acknowledges that the Team Guarantee constitutes the sole financial compensation for the Team for playing the Game, and that no other compensation will be due or owed to the Team under this Agreement in connection with the Game. Furthermore, the parties acknowledge that the Team may be entitled to additional compensation from its conference related to the broadcast of the Game. CSLP, ESPN and LSU agree to have good faith discussions following the completion of the 2012 season regarding the final ticket pricing for this game and any potential revenue upside for the game based on the performance of both teams. CSLP will have the final determination on ticket prices for the game. CSLP is responsible at its expense for operating and staffing the Game consistent with the operations and staffing for a college football game at the Stadium, and will, except as explicitly set forth in this Agreement. CSLP will retain all other revenues from the Game (including but not limited to concessions, Game merchandise, Game sponsorships, suites, and tickets). CSLP and ESPN acknowledge and agree that (a) all rights to telecast or distribute program(s) of the Game has been assigned by LSU to the SEC, (b) LSU has no ability to grant to ESPN any rights for the telecast or distribution of Game played pursuant to this Agreement and (c) as between LSU and ESPN, ESPN is responsible for obtaining such rights from the SEC. Furthermore, CSLP and ESPN acknowledge and agree ESPN shall honor its television arrangements with the Big 12 and the SEC respectively, with regard to the Game, and as such (i) the SEC waives any branding rights it may have to in relation to the Game as set forth in the SEC-ESPN Agreement, (ii) the SEC commercial format shall be used during telecast or distribution of the Game, (iii) CBS shall not televise the Game as set forth in writing between ESPN and CBS and (iv) in the event ESPN does not wish to exercise its telecast or distribution rights for the Game pursuant to the Big 12-ESPN Agreement, telecast rights for the Game shall be awarded to the Big 12 secondary telecast carrier. Notwithstanding the foregoing, if ESPN or another carrier has the broadcast rights, the parties agree that ESPN shall have the exclusive right to (i) acquire a Game title sponsor in accordance with NCAA regulations and (ii) distribute a broadcast of the Game in all means and media throughout the universe in perpetuity pursuant to its media agreements with the SEC and the Big 12 respectively. The Team shall have non-exclusive radio broadcast rights for its established radio networks in the State of Louisiana which may include satellite and will be provided sufficient space in the Stadium to originate the broadcast. Additionally, the Team retains the rights to obtain and use its own recordings of the Game in accordance with the current SEC/ESPN agreement for teaching and coaching, highlight tapes, coaches' shows, and other similar uses and will be provided sufficient locations within the Stadium in this regard provided that the broadcaster shall have first camera positions in all locations.

CSLP shall establish ticket prices by location and other operational elements regarding ticketing and seat locations.

3. Team Tickets; Suites; Bus Parking and Parking Passes: CSLP will provide to LSU:

- (i) Two hundred fifty (250) tickets at no charge (locations to be mutually agreed upon by the parties);
- (ii) Two (2) suites designated by CSLP, (iii) seating for the Team's band at no charge;
- (iii) Seventy five (75) parking passes designated by CSLP;
- (iv) the right to purchase two thousand five hundred (2,500) tickets;
- (v) admittance of the Team band, cheerleaders, dance team and mascot to the Game at no charge.

In addition, CSLP shall also provide a minimum of twenty five thousand (25,000) tickets for LSU to re-sell to its fans. The ticket assignment (i.e., pricing), as preliminarily set forth in Exhibit B, shall be determined by CSLP in its reasonable discretion and with consultation from LSU.

4. Marketing and Merchandise; Media: ESPN and CSLP will have the limited right to use Team logos (in conjunction with ESPN, stadium images or logos) to market and promote the Game excluding any right to use any Team logos in association with CSLP sponsors, advertisers and/or other third parties in a manner that may imply sponsorship of and/or endorsement by Team without the prior express written approval of Team. CSLP (or an affiliate, Blue Star Graphics and Design) will have the right to source, produce and sell game-specific merchandise at the Stadium and surrounding areas, which includes the marks and logos of CSLP and both teams. Team will, or will **require** any licensee(s) of its marks and logos, through a separate agreement, to grant CSLP the right referred to above at the lesser of (i) the royalty rate agreed to by Team and CSLP (or its affiliate), (ii) the typical royalty rate charged by Team (or its designee, e.g., CLC) to third party manufacturers and distributors with a comparable level of products manufactured, and (iii) a percentage mutually agreed upon by the parties no later than May 31, 2013. CSLP will permit the Team, through one "official retailer" of the Team, to sell its merchandise in the stadium plaza (in a location determined by CSLP in its sole discretion), provided, that Team pays CSLP (or its designee, Legends Hospitality) 22% of gross revenues from such sales. In the event that ESPN and CSLP reach and agree to terms with the opponent team or any other party involved in the Game that are more favorable than those included herein, ESPN and CSLP shall disclose and offer to Team the most favorable terms granted to any other party. In addition, CSLP (or its designee) shall also be permitted to sell Dallas Cowboys merchandise before, during and after the Game.

CSLP will be entitled to control and display all signage and video boards at the Stadium, provided, that such signage does not conflict with NCAA rules and, further, provided that CSLP will run messaging about the Team on its video boards in a manner to be determined in its reasonable discretion. Notwithstanding the preceding sentence, CSLP agrees and acknowledges that the Team controls branding (e.g., headsets, uniform logos, and sports beverages) on its sideline.

ESPN will have the right to display the event logo or the corporate or event mark on the goal post wraps, sideline officials, 1st down markers and static soccer style signage on the sidelines. ESPN will consult with LSU on the potential title sponsors in order to minimize any conflicts and the signage will conform with NCAA regulations.

5. Team Marketing Assistance: The Team agrees to cooperate reasonably in marketing and promotion of the Game by distributing promotional information to students, alumni, booster club(s) and displaying Game and ticket information in the Team's ticket offices, football stadiums, and other pertinent venues and outlets. The Team or ESPN, as the case may be, is required to provide a certain amount of raw game footage to be utilized in promotional efforts for the Event. The Team is required to use best efforts to make its head coach available for all standard and reasonable media sessions prior to the Event.
6. Damage to the Stadium: The Team shall provide the insurance set forth in Exhibit A. To the extent allowed by Louisiana law and without waiver of its sovereign immunity, the Team shall indemnify CSLP and its affiliates, employees, owners, and contractors against any damages or losses resulting directly from the Team's use of the Stadium.
7. Public Disclosures: Unless otherwise agreed, all parties to the Agreement agree to keep the terms of this Agreement confidential and not to disclose these terms to any other party, provided, however, that nothing in this Agreement shall in any way limit the ability of LSU to comply with any laws or legal process concerning disclosures by public bodies. LSU agrees that it will, to the extent possible, provide notice to CSLP and ESPN prior to making any such disclosure and shall consult with CSLP and ESPN in good faith regarding the requested disclosure, provided that LSU will make the ultimate determination on whether such disclosure is required and such disclosure will not constitute a breach or threatened breach of this Agreement.
8. Alcohol Sales: Unless otherwise prohibited by law or the NCAA, CSLP (or its designee) may sell alcohol during the Game, provided, that (i) at the end of the third quarter, CSLP (or its designee) must cease the sale of alcohol in non-premium (i.e., non-club and non-suite) seats or areas, and (ii) CSLP (or its designee) utilizes its alcohol awareness and safety best practices (developed from NFL games) for the Game.
9. Additional Responsibilities: LSU shall use its best efforts to make available to ESPN coaches and players in the game as ESPN may request for purposes of interviews and discussion.
10. Promotion and Publicity: Broadcaster shall have the right, and may grant others the right to reproduce, print, publish or disseminate in any medium, the name and likeness and voice of each LSU player, coach or other team personnel appearing in or connected with the program and biographical material concerning such persons as well as Team's name, trademarks, service marks and logos, for information purposes and to advertise, promote, publicize and distribute the program of the Game and broadcaster's programming services, but not as an endorsement of any product or other services.

(one signature page follows, and the Exhibits)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove written.

COWBOYS STADIUM, L.P.

BY: COWBOYS STADIUM GP LLC

Its: General Partner

BY: ALS

Its: Assistant Secretary / General Counsel

ESPN, INC.

BY: KBH

Its: SVP, College Sports Programming

LOUISIANA STATE UNIVERSITY

Joe Alleva
Name: Joe Alleva

Title: Vice Chancellor and Director of Athletics

Verse Ashby
Name: Verse Ashby

Title: Gr. Associate Athletics Director

EXHIBIT "A"

MINIMUM INSURANCE REQUIREMENTS

- The Team agrees to purchase, prior to commencement of its use of the Stadium and to maintain during Team's use of the Stadium the following minimum insurance coverage:
 - Worker's Compensation Insurance to comply with any applicable Worker's Compensation Act.
 - Employer's Liability Insurance with minimum limits of \$1,000,000 per accident and \$1,000,000 per employee/\$1,000,000 policy limit for disease.
 - Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence (bodily injury, including death, personal injury (libel, slander, false arrest) and property damage combined). Such insurance shall include, but not be limited to personal injury, contractual liability and products-completed operations insurance.
 - Business Automobile Liability Insurance, including owned, hired and non-owned vehicles, with minimum limits of \$1,000,000 per occurrence (bodily injury, including death and property damage combined).
 - Umbrella Liability Insurance applying in excess of the items listed above with minimum limits of \$4,000,000.
- The insurance policies covering Commercial General Liability, Business Automobile Liability and Umbrella Liability Insurance shall name CSLP, Dallas Cowboys Football Club, Ltd. ("DCFC"), Legends Hospitality, LLC ("Legends") the City of Arlington, Texas (the "City"), and Blue Star Operations Services, LLC ("BSOS"), and all subsidiaries, related or affiliated companies as additional insured and shall specifically state the coverage thereunder shall be deemed to be primary and not excess or contributory as respects any comparable insurance otherwise available to CSLP, DCFC, Legends, the City, and BSOS.
- Workers Compensation policy shall include a waiver of subrogation in favor of CSLP, DCFC, Legends, the City, and BSOS, and all subsidiaries, related or affiliated companies.
- Should the Team fail to provide and maintain the insurance required by this Exhibit, CSLP shall have the option, but not the obligation, to obtain any or all of such coverage under its own insurance. In such event, the Team shall be invoiced for the cost of this coverage plus a twenty percent (20%) administrative fee. CSLP does not represent that acquired insurance is sufficient to protect the Team's interests or provide adequate coverage.
- If the Team purchases event cancellation or other "first party" property insurance covering the property in or on the Stadium or operations of the Stadium shall be endorsed to waive any rights of subrogation that the insurance company may have against CSLP, DCFC, Legends, the City, and BSOS.
- Prior to the commencement of the Team's use of the Stadium pursuant hereto, the Team shall procure from the company or companies in writing said insurance and present to CSLP a certificate or certificates, satisfactory to CSLP and that said insurance is in full force and effect and that the same shall not be canceled or materially changed without thirty (30) days notice to CSLP.

- The Team shall require all of its vendors or subcontractors to provide foregoing coverages, as well as any other coverages the Team deems necessary. Such policies shall include the Additional Insured and Waiver of Subrogation Clause as set forth above. However, the fact that any vendor or subcontractor provides or does not provide any of the foregoing coverages or any other coverages the Team deems necessary, such coverage shall not itself relieve the Team of its obligations to provide said coverages. To the extent the Team does not require or the vendor/ subcontractor does not obtain such coverage, the Team agrees to indemnify and save CSLP, DCFC, Legends, the City, and BSOS, harmless from all claims, demands, losses, expenses and judgements to which said coverages would have applied. The foregoing shall in no way limit the entire indemnity obligations of the Team.

EXHIBIT "B"

TICKET PRICING MAP